



**AGENDA FOR THE  
JUNEAU COUNTY BOARD OF SUPERVISORS MEETING  
COUNTY BOARD ROOM 200  
January 16, 2017**

- \* 9:30 a.m. Call to Order
- \* 9:35 a.m. Roll Call  
Opening Prayer/Pledge of Allegiance
- \* 9:40 a.m. Approve minutes of December 20, 2016 Meeting of the Juneau County Board of Supervisors
- \* 9:45 a.m. Presentation Bill Devine
- \* 10:05 a.m. JCAIRES  
Kenneth Schneider, Dan Waffle, Joe Lally
- \* 10:10 a.m. Resolution 17.01\*Authorizing Dissolution of the ContinuUs Long Term Care District Pursuant to Wis. Stat. § 46.2895(13)
- \*10:15 a.m. Resolution 17.02\*Authorizing the Conveyance of a Small Parcel of Juneau County Land to the Village of Lyndon
- \*10:20 a.m. Resolution 17.03\*Approving the 2017 Juneau County Forest Work Plan
- \*10:25 a.m. Resolution 17.04\* Approval of an Agreement for Shoreline Engineering Services
- \*10:30 a.m. Resolution 17.05\*Land Sale to Eberts of Tax Delinquent Property – Town of Germantown
- \*10:35 a.m. Resolution 17.06\*Authorizing an Amendment to the All-Terrain Vehicle Routes in Section 7.17 of the Juneau County Code of Ordinances.

\*These times are estimates only

Access to the handicapped will be provided. If special accommodations are needed, please notify the sponsoring committee by calling 847-9300 phone number. Attention: This notice must be posted on the bulletin board in the Courthouse prior to the meeting in order to conform to 19.83 and 19.84 Wis. Stats.

MEETING OF THE  
JUNEAU COUNTY BOARD OF SUPERVISORS  
December 20, 2016  
9:30 a.m.  
County Board Room

Called to order at 9:34 by Chairman Peterson

**Roll Call:** 19 present – Cottingham, Feldman, Frei, Granger, Jasinski, Kelley, Koca, Lally, Niles, Peterson, Robinson, Schneider, Seamans, Thompson, Wafle, Wilhorn, Willard, Zindorf and Zipperer.  
2 Absent Larson, Wenum

Thomas led the opening prayer followed by the Pledge of Allegiance.

Motion was made by Granger and seconded by Schneider to approve the minutes of the November 8, 2016 County Board of Supervisors meeting. All in favor, Motion carried.

Katie Steinke, Assistant Finance Director/Internal Auditor introduced the newest member of the Finance Department Amber Jerdee; she will be replacing Terri Treptow.

Presentation on Juneau County Mass Care Shelter Plan by Judy Bass and Scott Ethun. They briefly explained what the plan was and what is involved.

Discussion: Zindorf, Thomas

Motion was made by Granger, second by Cottingham to appoint County Board Supervisor Stephen Thomas to Workforce Connections. All in favor, Motion Carried

Resolution 16-81 Commend Christie Bender for Thirty Seven Years of Service to Juneau County.

Motion was made by Lally, second by Granger to adopt. All in favor, Motion carried.

Representative Brooks presented Christie Bender a citation for years of dedicated service.

Comments: Christie Bender

Resolution 16-82 Commend Kathleen Kobylski for Eighteen plus Years of Service to Juneau County.

Motion was made by Granger, second by Willard to adopt. All in favor, Motion carried.

Representative Brooks presented Kathleen Kobylski a citation for years of dedicated service.

Scott Wilhorn, DNR recognized Kathleen Kobylski for her years of service as an Emergency Fire Warden

Comments: Kathleen Kobylski

Representative Ed Brooks discussed several topics being addressed currently and encouraged individualized to speak to the Governor with regards to their opinions.

Discussion: Wafle, Zindorf

Resolution 16-83 Approving a Comprehensive Study of the Flood Plain in Northern Juneau County and Southern Wood County and Authorizing a Request to FEMA for Grant Fund Assistance

Discussion: Jasinski, Public Works Director Weiss.

Motion was made by Kelley, second by Jasinski to adopt. All in favor, Motion carried.

Resolution 16-84 Authorization Signing of Contracts by the Juneau County of Human Services.

Motion was made by Lally, Second by Cottingham to adopt.

Roll call: 19 ayes, 2 absent: Larson, Wenum. Motion Carried

Resolution 16-85 Establish Bonds of Named Officials and Employees.

Motion was made by Kelley and seconded by Wafle to adopt.

Roll call: 19 ayes, 2 absent: Larson, Wenum. Motion Carried

Resolution 16-86 Establish the Rate of Pay for a Limited Term Employee (LTE) Highway Maintenance Worker.

Motion was made by Koca, seconded by Willard to adopt.

Roll call: 19 ayes, 2 absent: Larson, Wenum. Motion Carried

Resolution 16-87 Authorizing the Hiring of a New Full-Time Comprehensive Community Services (CCS) Facilitator in the Department of Human Services.

Motion was made by Niles, seconded by Cottingham to adopt.

Roll call: 19 ayes, 2 absent: Larson, Wenum. Motion Carried

Resolution 16-88 Authorizing the Hiring of a New Full-Time Social Worker in the Children, Youth and Families Unit of the Department of Human Services.

Discussion: Wilhorn, Robertson, Cottingham, Kelley and Jasinski

Motion was made by Kelley, seconded by Cottingham to adopt.

Roll call: 18 ayes, 1 nay: Koca, 2 absent: Larson, Wenum. Motion Carried

Resolution 16-89 Land Sale to Frisch – Town of Necedah

Motion was made by Granger, seconded by Zipperer to adopt.

Resolution 16-90 Land Sale to Schmelzle – Town of Necedah.

Motion was made by Granger, seconded by Wilhorn to adopt.

Resolution 16-91 Land Sale to Kobylski – Town of Marion

Motion was made by Zipperer, seconded by Granger to adopt.

Resolution 16-92 Land Sale to Clements – Town of Necedah

Motion was made by Niles, seconded by Granger to adopt.

Resolution 16-93 Land Sale to Wollmer – Town of Marion

Motion by Jasinski, seconded by Granger to adopt.

Resolution 16-94 Land Sale to Koca – Town of Lindina

Motion by Kelley, seconded by Wilhorn to adopt.

Resolution 16-95 Land Sale to More – Town of Kildare

Motion by Willard, seconded by Granger to adopt.

Resolution 16-96 Land Sale to Kutz – Town of Germantown

Motion by Granger, seconded by Zipperer to adopt. Discussion: Cottingham

Resolution 16-97 Land Sale to Lois – Village of Camp Douglas

Motion by Granger, seconded by Wilhorn to adopt.

Resolution 16-98 Land Sale to Nickels – Town of Armenia

Motion by Frei, seconded by Granger to adopt.

Resolution 16-99 Land Sale to Coggon – Town of Necedah

Motion was made by Granger, seconded by Lally to adopt.

Resolution 16-100 Land Sale to Crow – City of New Lisbon

Motion was made by Granger, seconded by Niles to adopt.

Discussion: Wafle, Peterson

Roll call: 18 ayes, 1 abstain: Koca, 2 absent: Larson, Wenum. Motion Carried

Motion by Willard, seconded by Lally to approve filling the position of Public Health Nurse in the Health Department due to resignation.

Motion by Cottingham, seconded by Jasinski to approve filling the position of Intake/Records Clerk in the Human Services Department.

Motion by Jasinski, seconded by Thomas to approve filling the position of Site Manager in the Aging/ADRC Department.

Motion by Lally, seconded by Schneider to approve filling the position of Clerk Typist II in the Coroner Department.

Roll call: 19 ayes, 2 absent. Motion Carried

Motion by Granger, seconded by Zipperer to approve filling the position of Highway Maintenance in the Public Works Department due to retirement.

Discussion Niles, Jasinski,

Roll Call: 18 ayes, 1 nay: Jasinski, 2 absent: Larson, Wenum. Motion Carried

Report:

Sheriff's Report postponed

Public Works: Dennis Weiss

Comments: Jasinski, Wafle. Motion by Kelley, second by Seaman to approve report. All in Favor, Motion Carried

Veterans Department Report: Colin Moten

Comments: Wafle. Motion by Cottingham, second by Wilhorn to approve report. All in Favor, Motion Carried

Chairman Peterson adjourned the County Board meeting to Monday January 16, 2017 at 9:30 a.m. in the County Board Room. The Executive Committee will meet on January 9, 2017 at 8:30 a.m. in the County Board Room.

Motion to adjourn by Schneider, seconded by Jasinski. Peterson adjourned the meeting.

I certify the preceding to be accurate and a true account of the proceedings of the Juneau County Board of Supervisors meeting on December 20, 2016. Audio tape and details of the proceedings are available in the County Clerk's Office during business hours.

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Kathleen Kobylski  
County Clerk

TK

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17 – 01**

**DATE: January 16, 2017**

**INTRODUCED BY: Human Services Board**

**SYNOPSIS: Authorizing Dissolution of the ContinUUs Long Term Care District Pursuant to Wis. Stat. § 46.2895(13)**

**FISCAL NOTE: None.**

**WHEREAS**, ContinUUs (formerly named Southwest Family Care Alliance) is a long-term care district formed by Crawford, Grant, Green, Iowa, Juneau, Lafayette, Richland and Sauk counties by resolution pursuant to Wis. Stat. § 46.2895 for purposes of delivering services as a managed care organization (MCO) under the State of Wisconsin's Family Care program; and

**WHEREAS**, in 2016, the Wisconsin State Legislature enacted 2015 Wisconsin Act 215 authorizing long-term care districts to convert to private, nonprofit corporations; and

**WHEREAS**, in April 2016, ContinUUs' Board of Directors passed a resolution to jointly create a non-profit corporation and merge operations with two other long-term care districts, Community Care Connections of Wisconsin ("CCCW") and Western Wisconsin Cares ("WWC"); and

**WHEREAS**, the non-profit corporation was created in August 2015 to succeed ContinUUs, CCCW and WWC following approval from the Department of Health Services (DHS); and

**WHEREAS**, in November 2016, DHS approved the transfer of the assets and liabilities of the three long-term care districts to the non-profit corporation and certified the corporation as an MCO effective January 1, 2017; and

**WHEREAS**, as of January 1, 2017, ContinUUs has no continuing business operations and undertakes no activities related to the purpose for which it was formed, which was to contract with DHS for the provision of Family Care services; and

**WHEREAS**, the final step of winding down ContinUUs' operations is the dissolution of the district, which requires joint action by ContinUUs' Board and the county boards that formed the district pursuant to Wis. Stat. § 46.2895(13); and

**WHEREAS**, this Resolution is intended to act as Juneau County's official action authorizing the dissolution of ContinUUs; and

**WHEREAS**, the Secretary of DHS may rely on this Resolution as action on the part of Juneau County authorizing dissolution of ContinUUs.

**NOW, THEREFORE, BE IT RESOLVED**, that the Juneau County Board of Supervisors shall and hereby does authorize dissolution of ContinUUs pursuant to Wis. Stat. § 46.2895(13).

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**JUNEAU COUNTY HUMAN SERVICES BOARD:**

\_\_\_\_\_  
Beverly Larson, Chairperson

\_\_\_\_\_  
Michael Kelley

\_\_\_\_\_  
Orville Robinson

\_\_\_\_\_  
Tim Cottingham

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17 – 02**

**DATE: January 16, 2017**

**INTRODUCED BY: Land, Forestry, Parks and Zoning Committee**

**SYNOPSIS: Authorizing the Conveyance of a Small Parcel of Juneau County Land to the Village of Lyndon**

**FISCAL NOTE: None.**

**WHEREAS**, Juneau County, Wisconsin, is the owner of a small parcel of 0.195 acres of real estate in Lyndon Station, Wisconsin, described as follows:

Lots 1 and 2, Block 12, EXCEPT the East 40 feet of said lots, in the Village of Lyndon Station, Juneau County, Wisconsin,

and

**WHEREAS**, said parcel of land is of no use to the County, and the Juneau County Land, Forestry, Parks and Zoning Committee approves, and recommends to the full County Board, the conveyance of said parcel from Juneau County to the Village of Lyndon Station;

**NOW, THEREFORE, BE IT RESOLVED**, that the Juneau County Board of Supervisors shall and hereby does (1) authorize and approve of the proposed conveyance of the above-described parcel of land forthwith and (2) authorize Juneau County Board Chairman Alan K. Peterson and Juneau County Clerk Terri L. Treptow to duly execute and deliver an original Quit Claim Deed from Juneau County to the Village of Lyndon Station, as the official act of Juneau County.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:**

\_\_\_\_\_  
Edmund Wafle, Chairperson

\_\_\_\_\_  
Jerry Niles

\_\_\_\_\_  
Beverly Larson

\_\_\_\_\_  
Joe Lally

\_\_\_\_\_  
Scott Wilhorn

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017.

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17 - 03**

**DATE: January 16, 2017**

**INTRODUCED BY: Lands, Forestry, Parks, and Zoning Committee**

**SYNOPSIS: Approving the 2017 Juneau County Forest Work Plan.**

**FISCAL NOTE: None.**

**WHEREAS**, Juneau County, Wisconsin, has lands entered under the Wisconsin County Forest Program; and

**WHEREAS**, as a requirement to receive the County Forest Administrator's grant administered by the State of Wisconsin, Juneau County must submit a work plan for the Juneau County Forest that has been approved by the Juneau County Board; and

**WHEREAS**, the work plan attached hereto as an Addendum, presents the forest practices workload for the upcoming year;

**NOW, THEREFORE, BE IT RESOLVED** that the Juneau County Board of Supervisors shall and hereby does approve the attached Juneau County Forest Work Plan for 2017 as presented by the Land, Forestry, Parks, and Zoning Committee in fulfillment of a requirement for the Wisconsin County Forest Administrator's grant for the year 2017.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**LANDS, FORESTRY, PARKS, AND ZONING COMMITTEE:**

\_\_\_\_\_  
Jerry Niles

\_\_\_\_\_  
Edmund Wafle, Chairperson

\_\_\_\_\_  
Scott Wilhorn

\_\_\_\_\_  
Joe Lally

\_\_\_\_\_  
Beverly Larson

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017.

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

650 Prairie Street, Mauston, WI 53948

**County Land  
Juneau County  
Wisconsin**

- Interstate Highway
- US Highway
- State Highway
- County Highway
- Town Road
- Railroad
- Omaha Trail
- County Land

*Juneau County, Wisconsin  
17,798 Acres of County Forest  
1,412 Acres of Community Forest  
5 County Parks & 4 Boat Landings  
13 mile Omaha Bike Trail*



**Juneau County****Land, Forestry, Parks & Zoning Committee**

Edmund Wafle

Scott Wilhorn

Beverly Larson

Jerry Niles

Joe Lally

**Land, Forestry & Parks Department Personnel**

Brian Loyd, Administrator

Doug King, Assistant Administrator

Brad Krause, Park &amp; Forestry Technician

Courtney Curran, Secretary

**DNR Forester**

Dylan Bell, Liaison

**JUNEAU COUNTY LAND, FORESTRY & PARKS  
2017 WORK PLAN**

The following is the proposed 2017 Juneau County Forest Work Plan. The plan is a requirement of the County Forest Administrator Grant Program implemented by the Wisconsin Department of Natural Resources (DNR). The plan supplements the County Forest 15-year Comprehensive Land Use Plan (2006-2020) and emphasizes the current needs of the County Forest and Recreation Program. The work plan focus is based on the current and future management needs of the County Forest, Community Forest, 5 parks, 4 boat landings, 2 swimming beaches, 12 miles of hiking and horseback riding trails, 239 miles of snowmobile trail, and 13 miles of bike trail.

**OUR MISSION:**

The public resources contributing to the Juneau County Forest and Park system provide a major component for addressing the ecological and socioeconomic needs of the community. The mission of the Juneau County Land, Forestry and Parks Department is to manage, conserve and protect this natural resource base on a sustainable basis for present and future generations. To achieve the mission, the County Forest and Parks are managed in accordance with balancing local needs with broader State, National and global concerns through integration of sound forestry, wildlife, endangered resources, water quality, soil conservation, and recreational practices.

## 2017 GOALS

**Goal #1:** Establish timber sales to meet our allowable cut acres and management objectives.

### **Narrative: TIMBER HARVEST**

Within the scope of the Wisconsin County Forest Law program (s. 28.11, Wis. Stats.) and the County Forest Comprehensive Land Use Plan (2006-2020), the Juneau County Land, Forestry and Parks Department will implement forestry practices that promote sustainability and multiple use of the forest. Timber sales on County lands are the main source of revenue for the County's Forest and Parks Programs and also contribute towards reducing the tax levy. Harvesting timber is also very important for maintaining the health and vigor of the forest resources under County ownership. Many items concerning the local natural resources in the area of the timber sale are considered before and during sale establishment. These items include desired future conditions, timber production, wildlife habitat, aesthetics, soil protection, recreation, watershed protection, endangered resources and cultural resources.

The overarching desired future condition for the Juneau County Forest is to plan for and maintain the current distribution of cover types and age classes as currently exist. This will include allowances for forest succession to naturally convert some red pine plantations to stands of mixed white pine, oak and red maple over time. The past, present and projected future conditions by acre of the Juneau County Forest timber types are presented here in report # 207.



### **Forest Structure - Past, Present, Future**

Print Date: 12/30/2016  
Report 207

#### **2900 - JUNEAU COUNTY FOREST**

Timber Text	Acres Past	Acres Present	Acres Future
	(1977)	(2016)	
ASPEN	2,360	1,822	1,822
BOTTOMLAND HARDWOODS	0	119	119
CENTRAL HARDWOODS	0	254	275
JACK PINE	4,348	2,259	3,007
NORTHERN HARDWOODS	0	0	127
OAK	646	1,651	1,438
RED MAPLE	0	230	314
RED PINE	2,396	3,819	3,910
SCRUB OAK	1,791	3,269	2,308
SWAMP HARDWOODS	0	127	127
TAMARACK	0	21	21
WHITE BIRCH	10	0	0
WHITE PINE	0	921	1,028
WHITE SPRUCE	0	2	2
Total :	11,551	14,494	14,498

A major consideration for us in planning forest management is the rotation age of our red pine plantations. There are approximately 3,819 acres of red pine plantation on the Juneau County Forest. Currently 20% of the red pine is over 70 years old, and another 25% of the acres are between 50-70 years old.

We suspect overall volume growth in our red pine plantations will be slowing down or perhaps even declining as they reach 75-80 years old due to the sandy and nutrient deficient soil conditions found in northern Juneau. Based on our own observation and discussions with other foresters we believe it is time to develop a plan for rotation of the older stands, and prepare to replant harvested sites each spring. Report 103 below shows the age distribution of red pine planted on the Juneau County Forest. Plantations planted in the 1940s are nearing rotation age.



## Forest Type Age Distribution

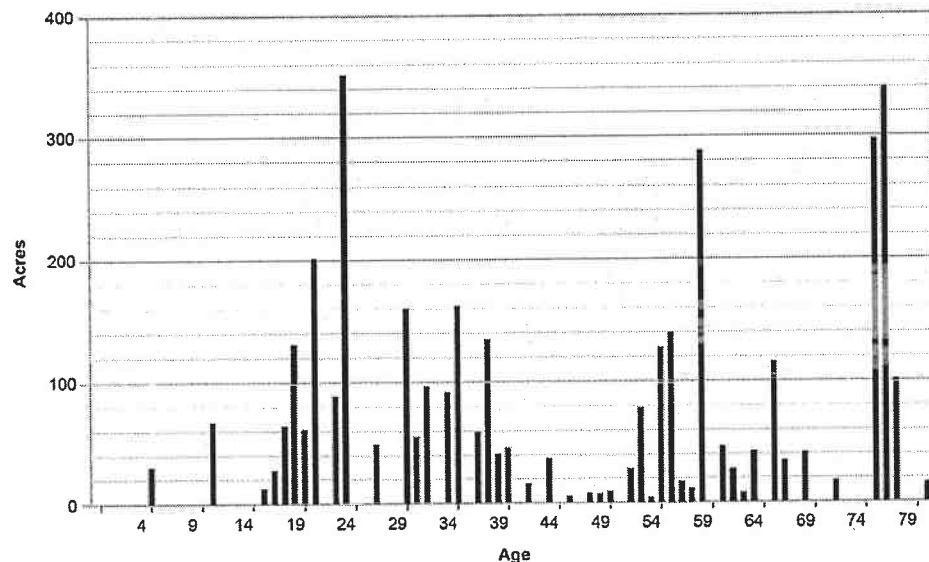
Print Date: 12/30/2016

Report 103

2900 - JUNEAU COUNTY FOREST

RED PINE

Age	Acres
1-5	31
6-10	0
11-15	68
16-20	299
21-25	642
26-30	210
31-35	407
36-40	284
41-45	55
46-50	33
51-55	241
56-60	458
61-65	126
66-70	193
71-75	18
76-80	738
81-85	16
<b>Total:</b>	<b>3,819</b>



Timber type, age, and stand data maintained in the Wisconsin Forestry Inventory and Reporting System (WisFIRS) is used to schedule harvest areas each year. Sale establishment is a cooperative effort between the Juneau County Forestry personnel and DNR Forestry personnel. After evaluating the compartments and stands scheduled in the 2017 harvest schedule the following management plan for the forest was developed.

### 2017 REGENERATION HARVEST:

#### COUNTY FOREST REGENERATION HARVEST ACRES

COMPARTMENT	STANDS	ACRES	FOREST TYPE	TOWNSHIP
18	17	47	Red pine	Armenia
17	11	6	Jack pine	Armenia
23	23	9	Black oak, Red maple	Clearfield
23	24	10	White pine	Clearfield

Total Acres - 72

## **2017 THINNING TREATMENTS**

### COUNTY FOREST THINNING ACRES

COMPARTMENT	STANDS	ACRES	FOREST TYPE	TOWNSHIP
14	1	90	Red pine	Armenia
14	2	70	Red pine	Armenia
14	21	22	Red pine	Armenia
14	22	10	Red pine	Armenia
14	23	9	Red pine	Armenia
33	8	154	Red pine	Armenia
33	11	37	Red pine	Armenia

**Total Thinning Acres – 392**

A total of 464 acres will be established for harvest in 2017. The long term harvest acre goal for the Juneau County Forest is 438 acres. Juneau County Forestry staff will prepare all timber sales for a competitive bid opening to occur during the Land, Forestry and Parks Committee meeting scheduled for March 2017.

**Goal #2:** To ensure that active timber sales are being harvested and paid for in accordance to our rules, regulations, and goals.

Timber sale administration is a joint effort between the Juneau County Forestry staff and DNR Foresters. Weekly inspections of active timber sales are a goal of 2017 to ensure compliance with the contract, cutting prescriptions, and that excessive damage is not occurring on the land.

The baseline figure for the Juneau County Forest Time Standard has been compiled by the DNR and indicates that each fiscal year Juneau County will be receive approximately 533 hours of forestry assistance from DNR personnel. Currently over 283 hours of forestry assistance has already been provided in fiscal year 2016-2017, leaving approximately 250 hours remaining to be completed before June 30<sup>th</sup>, 2017.

Timber sale administration, reconnaissance updating and Karner Blue Butterfly surveys will fulfill the remainder of the time requirements. After July 1<sup>st</sup>, 2017, DNR personnel will be assigned new objectives to complete on the Juneau County Forest including forest regeneration surveys of recently harvested and planted sites, stand delineation of forest compartments, and GIS data entry.

**Goal #3: To regenerate harvested areas back to fully stocked stands when needed.**

Reforestation is an important management activity that helps to assure that desirable timber species return to areas that have been harvested. The primary reforestation emphasis has been to regenerate sites to the original forest cover, although conversion is preferable in some instances.

In the spring of 2017 approximately 80 acres of the Juneau County Forest, in Armenia Township, will be planted to red pine. Planting will take approximately 4 weeks to complete. The site originally carried a mixed stand of oak and jack pine before oak wilt spread throughout the stand leaving a patchwork of unproductive areas. Planting this site to red pine will produce the biggest return on investment as well as periodic revenue throughout the stands rotation from multiple thinnings. With oak wilt still a concern at this site, planting to red pine will also ensure a forest crop will develop over the long term.

**Goal #4: Identify wildlife habitat improvement projects.**

In the summer of 2013, The Forestry Department was successful in acquiring the Ralph Hamel property through use of the Stewardship Grant Program. The property was give the new designation of Yellow River Wildlife Unit of the County Forest as it sits in the Yellow River watershed and has a long thread of the Yellow River running through it with 23,800 feet of river frontage. Wisconsin's Wildlife Action Plan (2005-2015) identifies the Yellow River as a Conservation Opportunity Area for diverse aquatic communities and is listed among the Legacy Places in the Central Sand Plains Ecological Landscape. Acquisition of the Hamel property has greatly expanded permanent public access for nature-based outdoor activities including hunting, fishing, hiking, and trapping. In 2017, the Department's goal is to improve access to the Yellow River and develop a canoe launch thereby making it easier for the public to get closer to the wildlife and scenery the property has to offer.

The Yellow River Wildlife Unit is a fair representation of the quality bottomland hardwood forests associated with the Yellow River Focus Area with dominant tree species including silver maple, swamp white oak, green ash, and river birch while the slightly higher sandy ridges are comprised predominantly by white oak, bur oak, shagbark hickory, basswood, and white pine.

In recent years many rare and declining species have been documented within the Yellow River Focus Area including federally endangered Karner blue butterfly, state endangered Eastern Massassauga rattlesnake, state threatened species like Blanding's turtle, red-shouldered hawk, cerulean warbler, Acadian flycatcher, and Louisiana Water thrush. Additionally the area provides critical migratory and breeding habitat for waterfowl species including mallard, and wood duck, neo-tropical migrants like veery, wood thrush, golden-winged warbler, bald eagles, and great blue herons.

The Department will continue reconnaissance work and develop goals with regional wildlife biologists to identify habitat improvement projects. Partnerships with outdoor groups will also be explored to help enhance habitat and achieve restoration projects that are developed.

**Goal #5:****To provide for protection of the Juneau County Forest Lands.**

In 2017 we will continue to monitor for disease outbreaks and invasive species when working in the field. (Examples: Oak Wilt, Gypsy Moth, Garlic Mustard, Buckthorn, and Red Pine Pocket Decline).

Oak wilt continues to be a threat in Armenia Township. Stands showing signs of oak wilt are considered for salvage harvest to slow the spread, and jack pine seeding to re-establish a growing forest.

A new contract requirement was added last year to timber harvests in pine plantations and is designed to help prevent the introduction of Annosum root rot fungal disease. This requirement requires loggers to treat all stumps by the end of each day of cutting with an approved fungicide. The Annosum spores can travel in the air from an infected tree to freshly cut stumps and can devastate a large area quickly if stumps are untreated. Annosum has been found in Juneau County but has not shown up yet on the County Forest. This new requirement is important to pursue from a forest health standpoint, and many logging companies have already adapted their equipment to meet this requirement.

Black locust is an invasive tree species we are beginning to see emerge in a few locations on the County Forest, especially near neighboring private lands where it has become abundant. Black locust can replace oak and other native species from occupying the site and will require herbicide treatment where it's trying to gain a foothold.

**Goal #6:****To ensure that the County Forest Roads are maintained in a safe and useable condition.**

Juneau County has two permanent primary forest roads, 3.25 miles in Armenia and 2.34 miles in Cutler and Necedah Township. In total, the 5.59 miles of County Forest road qualify for the County Forest Road Aids Program and receive funding to maintain the road surface in an open and safe condition for the public. These roads often serve a variety of uses including forest management, fire protection and recreation. In 2017, additional attention will be given to the County Forest road in Cutler and Necedah Townships to see that repairs made to the road following a significant amount of log truck use in 2015 keep the surface safe and usable by the public.

**Goal #7:****To ensure compliance with the Comprehensive Land Use Plan and County Forest Certification.**

The Juneau County Forestry Department remains committed to the 15-year Comprehensive Land Use Plan (2006-2020), statutes, and administrative rules as they apply to the management of the County Forest. A continuation of efforts will be made in 2017 to update the Comprehensive Land Use Plan when and if changing conditions or policy require.

The Juneau County Forestry Department will continue its commitment to third-party certification from the Sustainable Forestry Initiative (SFI) and Forest Stewardship Council (FSC). This commitment is demonstrated through practice of sustainable forest management, upholding certification standards, and incorporating the latest training.

**Goal #8: To update and implement the Juneau County Outdoor Recreation Plan.**

The current Juneau Outdoor Recreation Plan (2012-2017) has recently undergone a review and update process in 2016. Public input through a widely distributed online survey has helped craft the new Juneau County Outdoor Recreation Plan (2017-2021). The Department will work closely with North Central Wisconsin Regional Planning Commission (NCWRPC) and our other partners to incorporate new proposals for outdoor recreational pursuits in the County. The Plan is also useful in showing community interest in projects and obtaining State grants to help achieve those projects.

Recently, North Central Wisconsin Regional Planning Commission helped Juneau County apply for and receive a Transportation Alternatives Program Grant from the Department of Transportation. This project consists of the development of a comprehensive, countywide Bicycle and Pedestrian Facilities Plan for Juneau County. Our Department will assist the process by helping form a local advisory committee that will include cities, villages and towns. A main focus will be to increase the connectivity of the already existing recreation trails (Omaha and Elroy-Sparta Trail) and also links between Cities, Villages, parks and businesses.

**Goal #9: To oversee the Juneau County's Snowmobile trail system and work closely with the Juneau County Snowmobile Council to provide safe snowmobile riding opportunities.**

The Juneau County Snowmobile Council helps maintain 239 miles of snowmobile trail in the county. The partnership between the council and Juneau County Land, Forestry and Parks Department will continue to work towards improving the trail system for safety and enjoyment.

In 2016, we applied and received funding for the snowmobile trail maintenance grant totaling \$60,800.00 dollars. This grant will fund trail clearing, grooming, signing and minor bridge repairs throughout the 2016 – 2017 winter snowmobiling season.

**Goal #10: To ensure that Juneau County's park and trail facilities are maintained in a safe, clean, and useable condition.**

Each year the Juneau County parks and trails provide tremendous opportunities for recreational pursuits and benefits to the local economy. The Department staff will continue to maintain these facilities, and improve on safety and public enjoyment. In 2017, a main focus will be to finish development and add electric pedestals to additional camp sites in a new loop at Castle Rock Park. We anticipate having the new sites ready for campers to take advantage of by Memorial Weekend 2017.

We will also be exploring the possibility of utilizing funds from the Badger Coulee Transmission Line Project Environmental Impact Fee to complete other public good and conservation projects. A top priority will be to repair a large section of the Wilderness Park Shoreline and beach that has begun to erode into Petenwell Lake.

Other potential projects on the horizon will focus on resurfacing sections of the 13 mile Omaha Bike Trail that are breaking up and becoming difficult for bicyclists, and making upgrades or replacing old playground equipment at Bass Hallow and Castle Rock Park.

**Summary:**

In the new year, the Department looks forward to building on our successes, continue the work of sustainable forestry, and expanding outdoor recreational opportunities for the public. We also look forward to a bigger reforestation goal of replanting 80 acres with approximately 80,000 trees in the spring. Future generations will benefit from having young forest replace harvested acres and eventually become the valued resource we see today. Lastly, the Department appreciates and wants to thank the Land, Forestry and Parks Committee and County Board for all the support and direction it provides.

This report has been respectfully submitted for the LAND, FORESTRY, PARKS AND ZONING COMMITTEE.

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Brian Loyd  
Juneau County Land, Forestry & Parks Administrator

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Edmund Wafle – Chairperson

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Joe Lally

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Scott Wilhorn

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Jerry Niles

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Beverly Larson



# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17-04**

**DATE: January 16, 2017**

**INTRODUCED BY: Lands, Forestry, Parks & Zoning Committee**

**SYNOPSIS: Approval of an Agreement for Shoreline Engineering Services**

**FISCAL NOTE: Contract cost of \$6,000.00**

**WHEREAS**, Juneau County is interested in acquiring professional shoreline engineering services to provide design and plan detail for a shoreline erosion control project at Wilderness Park; and

**WHEREAS**, erosion forces on Petenwell Flowage are negatively impacting the Wilderness Park shoreline, thereby impeding the public's use and enjoyment of the beach and waterfront, and repair work will require shoreline engineering expertise to design a long-term solution which will satisfy Wisconsin Department of Natural Resources water regulation requirement; and

**WHEREAS**, the attached contract with Dave Wentland, P.E., Coastal Engineer, d/b/a Docks & Marinas, Inc., is approved and recommended by the Lands, Forestry, Parks & Zoning Committee for adoption by the full County Board;

**NOW, THEREFORE, BE IT RESOLVED** that the Juneau County Board of Supervisors shall and hereby does approve of the attached contract with Dave Wentland, P.E., Coastal Engineer, d/b/a Docks & Marinas, Inc. and authorize Brian Loyd, Administrator of the Land, Forestry and Parks Department, to (1) duly execute the contract agreement on behalf of Juneau County for shoreline engineering services for the purpose of repairing the Wilderness Park shoreline and (2) act on behalf of the County concerning this project and take the necessary steps to prepare, submit, and administer this project agreement.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**LANDS, FORESTRY, PARKS & ZONING COMMITTEE:**

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Edmund Wafle, Chairperson

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Jerry Niles

\_\_\_\_\_  
Scott Wilhorn

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Joe Lally

\_\_\_\_\_  
Beverly Larson

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017.

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

**Dave Wentland, P.E.**

*Coastal Engineer*

1304 Raebrooke Lane

De Pere, WI 54115 USA

p. 920-621-3464 | f. 866-710-0893 | skype: wentland.dave

davewentland@docks-marinas.com | www.docks-marinas.com | www.linkedin.com/in/davewentland



**Docks & Marinas, Inc.**

December 13, 2016

Mr. Brian Loyd

Juneau County Forestry & Parks

650 Prairie Street

Mauston, WI 53948

[pfadm@co.juneau.wi.us](mailto:pfadm@co.juneau.wi.us)

608-847-9390

RE: Proposal for Engineering Services  
Wilderness Park Shoreline Erosion Project

Dear Mr. Loyd:

Docks & Marinas, Inc. is pleased to offer this proposal for the continuation of engineering services for the Wilderness Park shoreline erosion project. The services we would provide in this proposal are:

**Preliminary design phase and plan**

We need to complete this step as a basis for discussions. It will be based on best estimated design fundamentals for groin #s and lengths and beach nourishment with imported sand to stabilize the shore. A comprehensive design using numerical modeling can be a significant and costly effort. I am hoping that is not necessary but it is too early to tell until we've had a chance to discuss our ideas with the DNR and others. But as we move forward the plan and extent of the details may change.

Here are things we will do.

1. DNR. Discuss the coastal dynamics happening along the shoreline and possible methods for stabilization. In thinking about it since we met I think it may be best to mention the additional erosion on park property south of the boat ramp. This is because in Will Stites email to you he mentioned about not aggravating erosion to adjacent neighbors. Even though this is your property this is already happening south of the boat ramp so I think it is better to mention it now than having the DNR notice it later and think this project caused it.

Interesting in Will's email he mentions adding sand so not to starve areas further along. It is good he mentioned this. Hopefully it will make our request to the DNR to do that easier.

2. The Wisconsin River power company.

Whether it realizes it or not the power company's work over the years in armoring an extensive length of shoreline north of Wilderness Park has been a significant factor in the erosion of the park shore. We should tell them that. We should also let them know that one of the means we may use to stabilize the park shoreline is putting sand at the water's edge. Maybe this will not be a concern to them in the bigger scheme of things. But maybe it will be. We should find out before we proceed with final plans and permit applications.

Proposal for Engineering Services  
Wilderness Park Shoreline Erosion Project

December 13, 2016

Page | 2

We should also ask if it would consider providing financial support. Two reasons. 1) The park is a valuable public resource on the Petenwell Flowage, and 2) the damage done to the park shoreline by armoring north of it.

3. Concrete armor units. Find out if there are units the same as or similar to the Tri-Lock units used in 2000. Based on that information what would need to be done to connect to the existing units and keyed into the lake bottom. What might be the cost.

4. Groins. Based on the preliminary plan what are the quantities of stone, sources and estimated cost to install.

5. Beach area. What would be a preferred way to re-establish a beach with a more modest slope. Protected at the base by a new groin immediately to the south. Also as Doug mentioned at least consider something like armor units to stabilize the beach. And what to do at the top of the beach so the grass maintains a smooth transition into the sand.

6. Funding sources. Find out if there are any grants or other funding sources available to help pay for the project. What information is needed. What is the timing.

After on the information gathered and integrating into a preliminary plan decide what changes if any are needed, and then how and when to proceed with more engineering/modeling if necessary, permits, final design, bidding and construction.

*Fee and Schedule*

Our fee to provide the services mentioned is \$ 6,000. This does not include any additional trips to the park or meetings. I believe this phase can be done by phone or conference meetings on the internet.

Also attached are our 2017 rate schedule and list of professional engineering services offered. The rate schedule for this project is the same as last year. We are also willing to help you on a T&M basis if you prefer.

We can begin our work as soon as this proposal is approved and returned signed and dated. If possible I would like to complete my engineering so it could be possible to do the work yet in early 2017 while the flowage water level is still down as typical during the late winter. Otherwise construction will be at a later time when permits and funding are secured.

Invoices will be submitted monthly to you, or the person in Juneau County designated as its legal representative. Payment is due in 30 days of receipt. All correspondence and invoices will be sent electronically. We will withhold a final request for payment until our work is completed, presented to you, and accepted. That amount is usually about 5% of the total cost of our services.

No additional work will be done or costs incurred beyond what is mentioned in this proposal unless authorized by you, or your legal representative, in writing.

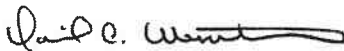
Proposal for Engineering Services  
Wilderness Park Shoreline Erosion Project

December 13, 2016

P a g e | 3

Thank you for the opportunity to submit this proposal. If you have any questions or if you would like to modify the scope of services mentioned please give me a call and we will proceed accordingly.

Sincerely,



David A. Wentland, P.E.

Coastal Engineer

De Pere, WI 54115

920-621-3464 P 866-710-0893 F

[www.docks-marinas.com](http://www.docks-marinas.com)

[davewentland@docks-marinas.com](mailto:davewentland@docks-marinas.com)

wentland.dave Skype

Attachments: General Conditions of Service  
2017 Rate Schedule

Accepted by and Payment by:

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Signature of Authorized Representative  
(Also print name)

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Title

---

Date

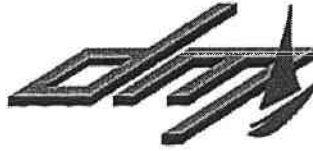
## Docks & Marinas, Inc.

1304 Raebrooke Lane

De Pere, WI 54115-8028

p. 920-621-3464 | f. 866-710-0893

www.docks-marinas.com



### GENERAL CONDITIONS OF SERVICE

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in Docks & Marinas, Inc.'s Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by Docks & Marinas, Inc. for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on Docks & Marinas, Inc. (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by Docks & Marinas, Inc.'s authorized representative.

#### Section 1:

##### Scope of Work

a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Docks & Marinas, Inc. (D&M) to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time and/or terms and condition thereunder, shall be Executed by the Client and D&M as soon as practicable. D&M, at its discretion, may suspend performance of its service until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, D&M may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay D&M for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

#### Section 2:

##### BILLINGS AND PAYMENTS

a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. D&M shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on D&M invoice form, the Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.

b. The Client shall provide D&M with a clear written statement within fifteen (15) days after receipt of the invoice of any objection to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.

c. The Client's obligation to pay for the services performed by D&M under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to D&M. Client further agrees to pay D&M any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.

d. If any subpoena or court order is served upon D&M and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of D&M staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of D&M's services performed under this Agreement, Client will pay D&M's fees (if any) applicable to D&M's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon D&M of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.

#### Section 3:

##### Right of Access

a. If services to be provided under this Agreement require the agents, employees, or contractors of D&M to enter onto the Project Site, Client shall provide right-of-access to the site to D&M its employees, agents and contractors, to conduct the planned field observation or services.

b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to D&M all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold D&M harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.

c. D&M reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.

d. D&M shall take reasonable precautions to minimize damage to the site due to its operations, but D&M has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for additional fee, D&M will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to D&M's operations.

**Section 4:  
Safety**

a. It is understood and agreed that, with respect to Project site health and safety, D&M is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that D&M's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is D&M to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that D&M shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation or ordinance relating in any way to Project safety.

b. If, in D&M's opinion, its field personnel are unable to access required locations and perform the required services in conformance with Federal, state, and local laws, ordinances and regulations due to Project site conditions or operations of other parties present on the Project site, D&M may, at its discretion, suspend its services until such conditions or operations are brought into conformance with applicable laws, ordinances and regulations. If, within a reasonable time, operations or conditions are not in conformance with applicable laws, ordinances, and regulations, D&M may, at its discretion, terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay D&M for services and termination expenses as set forth in Section 15 of this Agreement.

**Section 5:  
Samples**

a. Unless otherwise specifically provided in this Agreement or amendments thereto, D&M reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped, (shipping charges collected) or stored at the rate indicated in the fee schedule attached.

**Section 6:  
REPORTS AND  
OWNERSHIP OF  
DOCUMENTS**

a. D&M shall furnish up to two (2) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of D&M reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of D&M. Client agrees that all reports and other work products furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.

**Section 7:  
STANDARD OF CARE**

a. D&M represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

c. Any exploration, testing, surveys and analysis associated with the work will be performed by D&M for the Client's sole use to fulfill the purpose of this Agreement and D&M is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by D&M, its employees, agents, subconsultants, and contractors are based solely on the information available.

d. D&M is not responsible for supervising, directing, controlling or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by D&M.

**Section 8:  
HAZARDOUS  
SUBSTANCES**

a. Upon entering into this Agreement, the Client shall notify D&M of all such hazardous substances which it knows of which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to D&M shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.

**Section 9:  
CONSTRUCTION  
MONITORING SERVICES**

a. "Construction Monitoring Services" is defined as services, furnished by D&M to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specification, plans, and/or specific reports of the Project. Such services may include taking tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by D&M under this Agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this Agreement and applicable thereto.

b. The presence of D&M field personnel will be for the purpose of providing the Client with a professional service based on observations and testing of the work which is performed by contractor, subcontractor, or other materialmen or service providers. Such services will only be those specifically requested by the Client and agreed to by D&M. Discrepancies between construction operations or completed work and project requirements which are noted by D&M field personnel will be referred to the Client, or the Client's representative, as designated prior to D&M's involvement in the project.

c. It is understood and agreed by the Client that the observation and testing of natural and/or man made materials by D&M in no way implies a guarantee or warranty of the work of the contractors, subcontractors, or other materialmen or service providers, and the services rendered by D&M will in no way excuse such contractors, subcontractors or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of D&M on the Project site will not affect any obligation of any contractor, subcontractor or other materialmen or service provider to perform in accordance with the specifications and plans of the Project. The Client further understands that D&M is not a quality assurance representative for any contractor, subcontractor or other materialmen or service provider on the Project.

d. The Client agrees to supply D&M with specifications, plans and other necessary material for the Project pertinent to providing its services.

**Section 10:  
Opinions of Cost**

a. D&M's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of D&M's knowledge, experience and qualifications and represent D&M's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but D&M cannot and does not guarantee that proposals, bids or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by D&M.

**Section 11:  
Shop Drawings**

a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, D&M's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specification and shall not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions or programs incident thereto.

b. D&M's review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called D&M's attention to each such variation at the time of submission and D&M has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by D&M will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.

c. D&M will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. D&M will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to D&M.

**Section 12:  
ALLOCATION  
OF RISK**

a. IT IS AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST D&M FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS THE AMOUNT OF D&M'S FEE. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST D&M FOR PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE AMOUNT OF D&M'S FEE. IN NO EVENT SHALL D&M BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANYTIME OR FROM ANY CAUSE WHATSOEVER.

b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without D&M's written consent will be at Client's sole risk and without liability or legal exposure to D&M or to D&M's Contractor(s) and Client shall indemnify and hold harmless D&M and D&M's

Contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

c. Under no circumstances shall D&M be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.

d. If any claim, suit, or legal proceeding, including but not limited to arbitration or mediation, (collectively "claim") arising out of the services under this Agreement is asserted against D&M by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend D&M from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of D&M.

d.1. In no event shall continuation of Client's obligation to defend D&M, as stated above, be conditional upon D&M's contributing any sums of money toward settlement of any claim. In the event D&M is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify D&M for those damages awarded in excess of its pro rata share.

d.2. In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of D&M, Client's obligation to indemnify D&M for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to D&M's negligence. D&M shall reimburse Client for such proportionate defense costs incurred by client in defending D&M as required by this paragraph 12d.

e. Notwithstanding any other provisions of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless D&M and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by D&M from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against D&M which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e is intended to indemnify, or shall be constructed as indemnifying, D&M with respect to claims, losses, expenses or damages to the extent caused by D&M's own negligent acts or omissions.

**Section 13:**  
**LIABILITY INSURANCE**

a. D&M represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance. Upon request, D&M shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that carried by D&M, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the maximum liability of D&M to the amount of D&M's fee. D&M shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

**Section 14:**  
**DISPUTE RESOLUTION**

a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and D&M shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and D&M within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered



upon it in accordance with applicable law in any court having jurisdiction.

c. Notwithstanding any other provision of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or four (4) years from the date of substantial completion of D&M's participation in the Project, whichever date shall occur earlier.

d. All mediation or arbitration shall take place in Green Bay, Wisconsin unless Client and D&M agree otherwise. The fees of the mediator or arbitrator(s) and the cost of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

**Section 15:  
Termination**

a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are D&M's rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of this Agreement.

b. In addition, D&M may terminate this Agreement if the Client suspends D&M's services for more than sixty (60) consecutive days through no fault of D&M.

c. If this agreement is terminated, D&M shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

**Section 16  
Employment**

a. Client agrees that, prior to the completion of D&M's services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to D&M's employees, (2) advise D&M's employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of D&M's employees.

**Section 17:  
INDEPENDENT  
CONTRACTOR**

a. The relationship between the Client and D&M created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by D&M's authorized representative.

**Section 18:  
Severability**

a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**Section 19:  
SECTION HEADINGS**

a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

**Section 20:  
Survival**

a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and D&M shall survive the completion of services and the termination of this Agreement.

**Section 21:  
Assigns**

a. Neither the Client nor D&M may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the Written consent of the other party.

**Section 22:  
Choice of Law**

a. This Agreement shall be governed by the law of the State of Wisconsin.

**Section 23:  
Written Notice**

a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

**Dave Wentland, P.E.***Coastal Engineer*

1304 Raebrooke Lane

De Pere, WI 54115-8028

p. 920-621-3464 | f. 866-710-0893

davewentland@gmail.com

www.dock-marinas.com

**Docks & Marinas, Inc.****2017 RATE SCHEDULE**CLASSIFICATIONRATE PER HOURENGINEER, P.E., *Coastal/Environmental*

\$165.00

TECHNICIAN/INSPECTOR

65.00

AutoCAD OPERATOR

45.00

CLERICAL

30.00

HYDROGRAPHIC SURVEY (Lake Bottom Soundings)

Will Quote

Sounding boat w/ 9 deg. single beam transducer, Odom Echosounder,  
Trimble NT3000 GPS, HydroPro 2007 software and support gear

LAND SURVEY

Will Quote

Pentax PCS 225 Total Station w/ support gear

OTHER EQUIPMENT, MATERIALS AND EXPENSE ITEMS

BLACKLINE PRINTS -- \$0.50/Sq.Ft.

PHOTOCOPIES -- \$0.25/COPY

SOIL, WATER AND CONSTRUCTION MATERIAL TESTS

-- QUOTE FURNISHED ON REQUEST

PHONE, FAX, POSTAGE, ETC. -- 1.5% PERSONNEL CHARGE

TRANSPORTATION &amp; SUBSISTENCE INCIDENTAL TO PROJECT

-- ACTUAL COST PLUS 10%

MILEAGE -- \$0.54/MILE

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17- 05**

**DATE: JANUARY 16, 2017**

**INTRODUCED BY:** Land, Forestry, Parks and Zoning Committee

**PARCEL IDENTIFICATION NO.** 290120947

**INTENT:** LAND SALE TO EBERTS OF TAX DELINQUENT PROPERTY

**SYNOPSIS:** SALE IN TOWN OF GERMANTOWN

**FISCAL NOTE:** Income of \$4,000.00

**WHEREAS,** Juneau County, Wisconsin, is the owner of the following described lands:

Beginning at the Southwest corner of the SW ¼ of the SE ¼ of Section 29, Township 17 North, Range 4 East; thence East along the South line of said forty 330 feet to a point; thence North 541 feet to a point and the real place of beginning for the parcel herein conveyed; thence North 151 feet; thence East 165 feet to a point; thence South 151 feet to a point; thence West 165 feet to a point and the place of beginning. Subject to an easement for the purpose of roadway over the East 1 rod thereof. And granting also an easement over the East 1 rod of the West 495 feet of the South 541 feet of said forty.

**WHEREAS,** said real estate was taken by property tax foreclosure in 2016; and

**WHEREAS,** said real estate was advertised and a bid of \$4,000.00 was received Shirley Eberts, N73810 Eberts Lane, New Lisbon, WI 53950.

**WHEREAS,** the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property to Shirley Eberts in the best interests of the County;

**NOW, THEREFORE, BE IT RESOLVED,** that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Shirley Eberts and (2) authorize Juneau County Board Chairman Alan K. Peterson and Juneau County Clerk Terri L. Treptow to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:**

\_\_\_\_\_  
Edmund Wafle, Chairperson

\_\_\_\_\_  
Jerry Niles

\_\_\_\_\_  
Joe Lally

\_\_\_\_\_  
Beverly Larson

\_\_\_\_\_  
Scott Wilhorn

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017.

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

## SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land

Parcel No.: 290120947

Location: Town of Germantown

Size: 0.570 Acres

Minimum Bid Set: open to offers

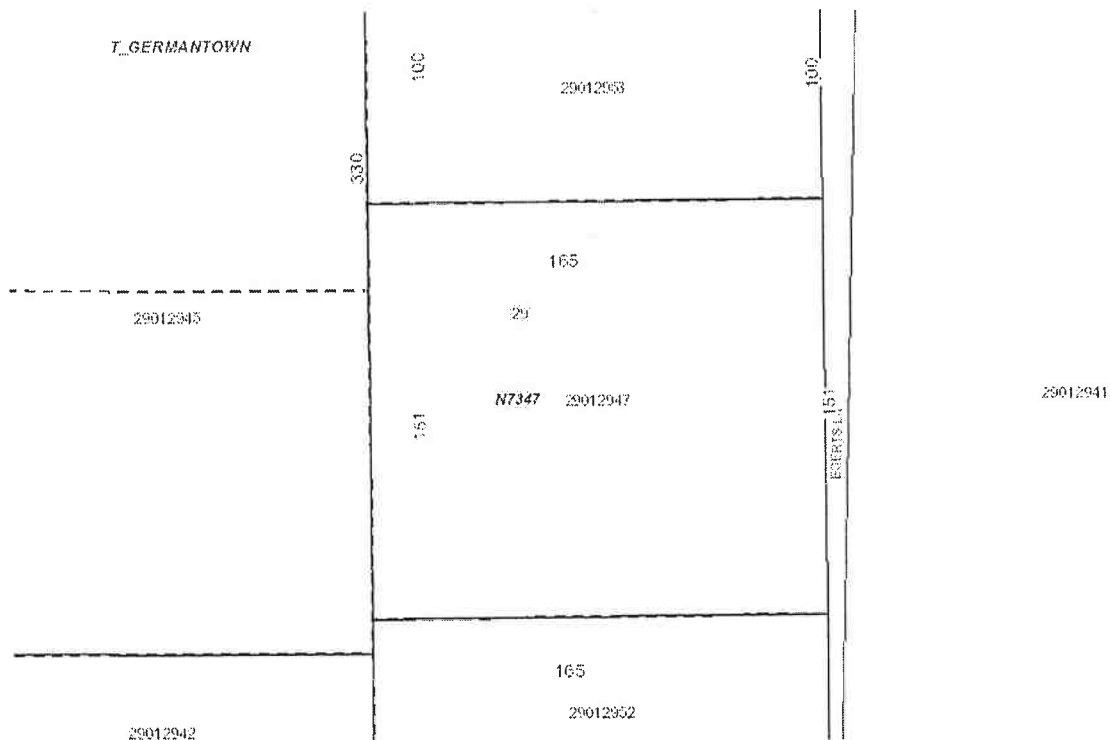
Highest Bid Received: \$4,000.00

Highest Bid Accepted From: Shirley Eberts  
N7380 Eberts Lane  
New Lisbon, WI 53950

In REM Foreclosure Data:

- Year Taken- 2016
- Taken From- Carol Borko
- Total Unpaid Taxes- \$2,184.75

See Map Attached:



# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



**RESOLUTION No. 17 – 06**

**DATE: January 16, 2017**

**INTRODUCED BY: Highway & Public Works Committee**

**SYNOPSIS: Authorizing an Amendment to the All-Terrain Vehicle Routes in Section 7.17 of the Juneau County Code of Ordinances.**

**WHEREAS**, the Juneau County Board of Supervisors last year duly adopted Resolutions Nos. 16 – 02 and 16 – 52, enacting amendments to the All-Terrain Vehicle (ATV) Routes in Section 7.17 of the Juneau County Code of Ordinances (containing Amendments 53 through 65, inclusive); and

**WHEREAS**, the Highway & Public Works Committee of the Juneau County Board of Supervisors has determined that additional routes as described on the addendum attached to this resolution should be approved and added by way of amendment to section 7.17 of the Juneau County Code of Ordinances, entitled All-Terrain and Utility Vehicle Routes and Operation;

**NOW, THEREFORE, BE IT RESOLVED**, that, pursuant to Wis. Stats. §§ 23.33(4)(d)3.b and 23.33(11)(am)3., the Juneau County Board of Supervisors shall and hereby does designate the following highways contained in the attached Addendum as ATV routes; and

**BE IT FURTHER RESOLVED**, that section 7.17 of the Juneau County Code of Ordinances shall be and hereby is amended to include the aforesaid routes in the listing of ATV routes contained therein.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 16, 2017.**

**HIGHWAY AND PUBLIC WORKS COMMITTEE:**

\_\_\_\_\_  
Michael Kelley, Chairperson

\_\_\_\_\_  
Rodney M. Seamans

\_\_\_\_\_  
Roy Granger

\_\_\_\_\_  
Scott Wilhorn

\_\_\_\_\_  
Ken Schneider

Adopted by the County Board of Supervisors of  
Juneau County on January 16, 2017

\_\_\_\_\_  
Terri L. Treptow, Juneau County Clerk

### **Addendum**

New ATV Routes to be designated pursuant to Wis. Stats. §§ 23.33(4)(d)3.b and 23.33(11)(am)3. and included in § 7.17 of Juneau County code of Ordinances:

Amendment 66: Village and Town of Wonewoc, County FF from Washington Street to the Juneau County Line 5.3 miles;

Amendment 67: Village of Wonewoc, from Gordon street to Washington Street 0.1 mile;

Amendment 68: Town of Cutler, County H from 19<sup>th</sup> Street to Mulloney Road 1.5 miles;

Amendment 69: Town of Summit, County G from Byington Road to County I 2.3 miles;

Amendment 70: City of Elroy, County PP from County P to Highway 71 0.2 miles;

Amendment 71: Town of Wonewoc, County W from Union Center city limits to County line 2.6 miles;

Amendment 72: Town of Wonewoc, County G from Highway 33 to County Line 1.4 miles;

Amendment 73: Town of Lyndon, County N from 63<sup>rd</sup> Street to River Bay Road 1.0 mile.